

DECISION



THE COMPTROLLER GENERAL
OF THE UNITED STATES
WASHINGTON, D.C. 20548

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FILE: B-213158

DATE: November 21, 1983

MATTER OF: Walsky Construction Co.

DIGEST:

1. The fact that initials accompanying changes to prices on a bidding schedule appear to be different than initials appearing elsewhere in the bid does not require rejection of the bid as nonresponsive. Even if the changes were not initialed by the person signing the bid, as required by the solicitation, this requirement is a matter of form and may be waived where the bid, as changed, leaves no doubt as to the prices intended.
2. A bidder is responsible for changes to its bid made before bid opening and may be required to perform at the prices as submitted. There is no requirement for the government to prove either the identity or the authority of the person who actually made or initialed the changes.

Walsky Construction Co. protests the award of a contract to Rogers & Babler, a division of Mapco Alaska, Inc., under invitation for bids No. DACA85-83-B-0031, issued by the Alaska District of the U.S. Army Corps of Engineers. The protester contends that Rogers & Babler's bid for airfield repair at Fort Wainwright, Alaska, was nonresponsive.

We summarily deny the protest.

With its protest to this Office, Walsky submitted excerpts from what presumably was Rogers & Babler's bid. The bidding schedule excerpt contained typewritten lump sum, extended, and total prices for 13 base items and 16 additive items. Lines had been drawn through eight of the entries, above which handwritten prices had been inserted. Handwritten initials appeared next to each

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line where this had occurred. Another excerpt contained the bidder's acknowledgment of receipt of three solicitation amendments. Next to each amendment number and date were handwritten initials that were different from the initials appearing on the bidding schedule. The protester notes that the solicitation specifically provided that each erasure or change appearing on the bidding forms must be initialed by the person signing the bid. The protester contends that the appearance on the bid of different sets of initials suggests that the changes on the bidding schedule may not have been initialed by the person who signed the bid, as required by the solicitation. The protester also contends that in order to hold Rogers & Babler to the bid as modified by the changes, the government would have to prove who made the changes and that the person had authority to do so.

We do not agree. Even if we assume that the person who signed the bid did not initial the changes on the bidding schedule, this does not require rejection of the bid. We have held that a bidder's failure to initial changes is a matter of form that may be considered an informality and waived if the bid leaves no doubt as to the prices intended. 49 Comp. Gen. 541 (1970). This rule also applies where changes in a bid are initialed, but by someone other than the person who signed the bid. See George E. Jensen, Contractor, Inc.; Shelby-Skipwith, Inc., B-185792, July 9, 1976, 76-2 CPD 27. In such cases, where it is apparent that the changes were made before bids were opened, the bidder is responsible for the contents of its bid and may be required to perform at the prices as submitted. 49 Comp. Gen. 541, supra. There is no requirement for the government to prove either the identity or the authority of the person who actually made or initialed the changes.

In this case, Rogers & Babler's bidding schedule leaves no doubt as to the intended prices--the handwritten changes are clear, the unit and extended prices are consistent with each other, and the indicated totals, as changed, are mathematically correct. In addition, there is no indication, and the protester does not allege, that the changes were made after bid opening. We see no reason for questioning the propriety of an award to Rogers & Babler.

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We summarily deny the protest.

Milton J. Forster
for Comptroller General
of the United States